

RECEIVED

APR 07 2016

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80855MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Gary and Shannon SummersCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☒ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: Water Right Purchase and Sale Agreement and Attachment #11 Grant Deed

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of Applicant(s) Gary and Shannon Summers Phone 208-351-0077
 Mailing address 1177 E 9th N, Rexburg, ID 83440 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates, Inc Phone 208-524-2353
 Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email kristin.rmea@gmail.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Gary Summers
 Signature of Applicant or Authorized Representative

Gary Summers
 Print Name and Title if applicable

3.21.16
 Date

Shannon Summers
 Signature of Applicant or Authorized Representative

Shannon Summers
 Print Name and Title if applicable

3.21.16
 Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☒ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
 Applicant has contracted to sell 2.0 acres of water right to Grouse Creek Reserve LLC to be used for on-stream Wildlife Storage. Ownership of the transferred portion will be changed after the transfer is approved. The water right is being transferred from a lot and roads within the Four Peaks Estates subdivision to which applicant has clear title.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	22-14026	0.024 cfs	Diversion to Storage	04/15 to 10/15	Ground Water
☐ ☐		4.14 ac-ft	Wildlife Storage	04/15 to 10/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.024 cfs and/or acre-feet.

2. Total amount of water proposed to be transferred or changed 0.024 cubic feet per second and/or 4.14 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			SW	SW	19	6N	46E	Teton	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	46E	19											W	W					
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Well to pump to pipeline to furthest upstream excavated pool.
- b. Who owns the property at the point(s) of diversion? Grouse Creek Reserve LLC
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
A Water Right Sales and Purchase Agreement can be found under Attachment #10. Ownership of the transferred portion will be changed after the transfer is approved.
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☒ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land now irrigated will no longer be irrigated with this water right.
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
The existing place of use has been subdivided and sold to new owners. There are no other water rights on the the existing place of use, except for a private and domestic water developed at the residence.
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
Yes No
☐ ☒ undergone a period of five or more consecutive years of non-use,
☒ ☐ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?
If yes, describe:
The water right proposed to be transferred was leased into the Water Supply Bank since it could no longer be used at the existing place of use. It was admitted to the Bank on August 1, 2013, and is not currently being rented. The portion transferred will be requested to be removed form the Bank upon approval of this transfer.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/14/2016

WATER RIGHT NO. 22-14026

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GARY SUMMERS
Current Owner	SHANNON SUMMERS
	1177 E 9TH N
	REXBURG, ID 83440
	(208)351-0077
Attorney	RIGBY ANDRUS & MOELLER CHTD
	PO BOX 250
	REXBURG, ID 83440
	(208)356-3633

Priority Date: 06/19/1961

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	2.474 CFS	612.9 AFA
Total Diversion			2.474 CFS	

Location of Point(s) of Diversion:

GROUND WATER NENE Sec. 12 Township 05N Range 45E TETON County

Place of Use Legal Description: IRRIGATION TETON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05N	45E	11		SWNE	32.8		SENE	28						
		12		NENE	35		NWNE	37.8						
				SWNW	35.7		SENW	35						

Total Acres: 204.3

Conditions of Approval:

- The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than November 24, 2008.
1. S37
 2. T19
- Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 11/24/2008

Owner Name Connector: AND

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Water Supply Bank:

Lessor Name(s): GARY SUMMERS
SHANNON SUMMERS

Lease Status: Active

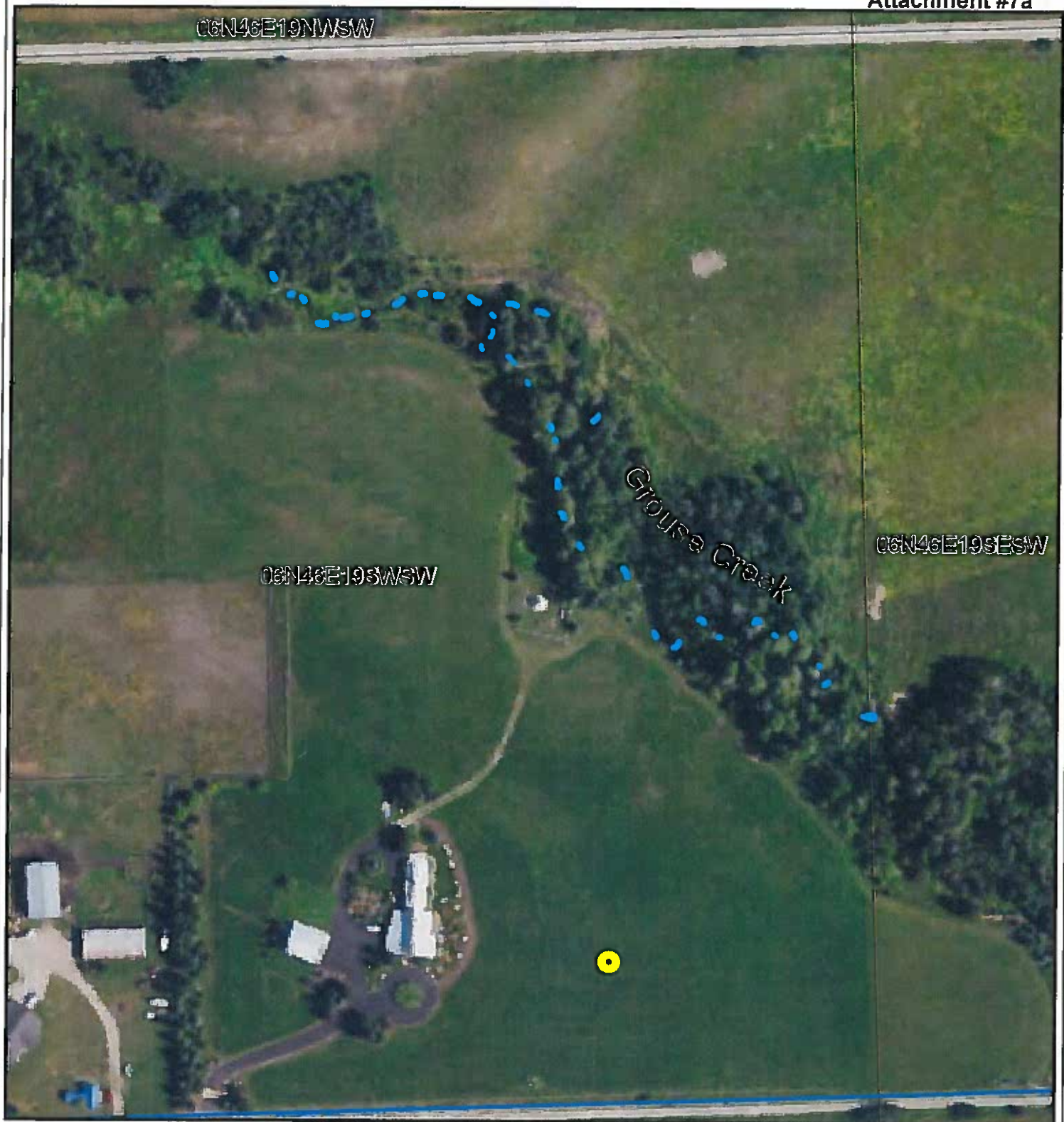
Lease Amount: 50.1

Rental Availability: 50.1

Date Received: 11/20/2013

Lease Begin Date: 11/20/2013

Expiration Date: 12/31/2018



New POD



Pools - Exaggerated for visibility



Township and Range



Section



QQ

2015 NAIP Photography



0 50 100 200 Feet

Application for Transfer

Summers / Grouse Creek

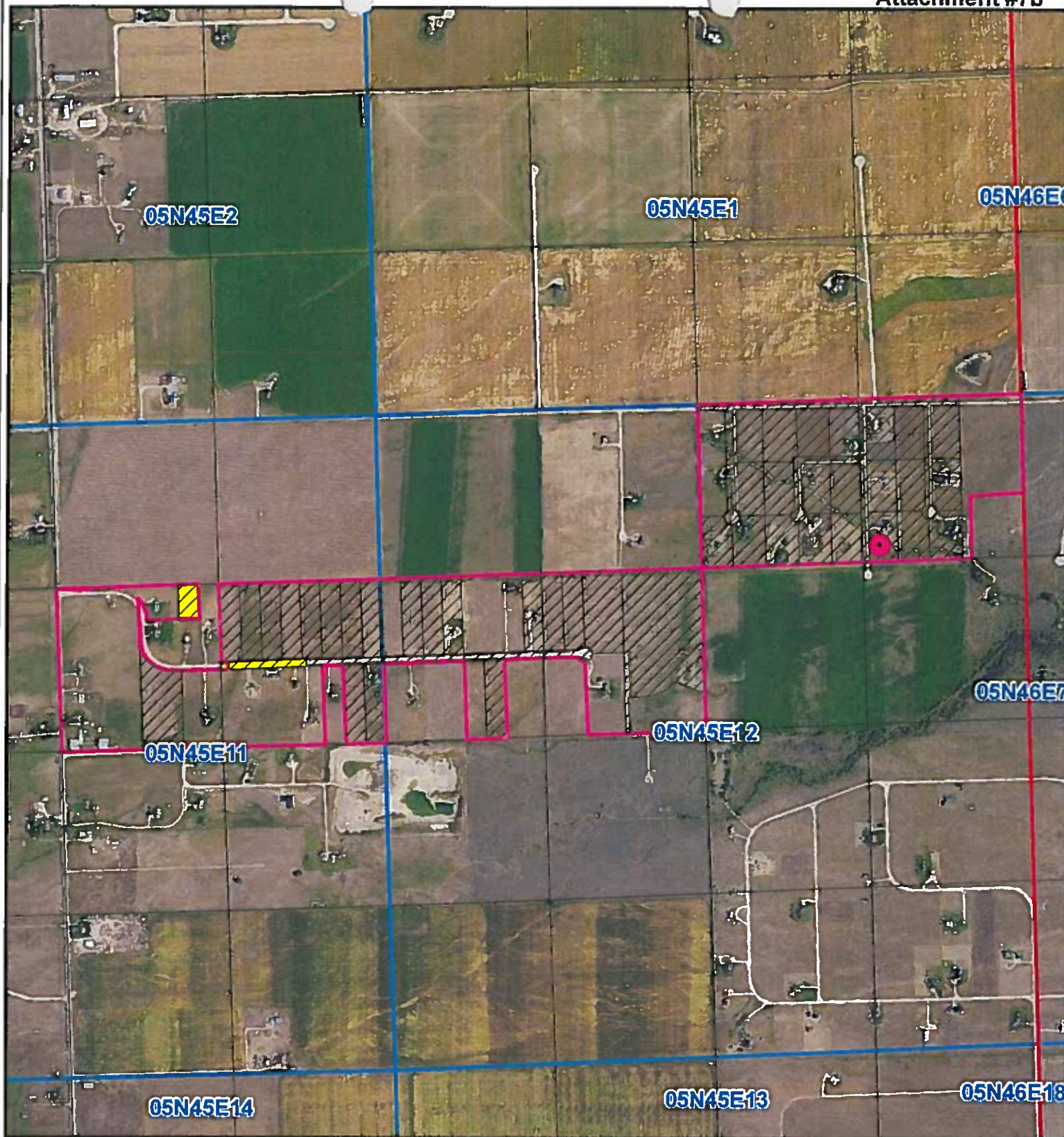
by: KM

Date: March 17, 2016



Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, P.C.

80855



Application for Transfer Summers / Grouse Creek

by: KM
Date: March 17, 2016



80855

Change in Nature of Use

Grouse Creek Reserve LLC, the owner of the proposed place of use, has begun rehabilitation of a reach of Grouse Creek that flows through their property. The rehabilitation includes adding excavated pools, among other natural features. The majority of the excavated pools will remain within the original stream bed and will not enlarge the natural surface area of the stream. Two of the excavated pools will increase the existing surface area of the stream during low flows, and therefore will increase evaporation losses.

All excavated pools combined together are designed to be only 0.05 acres in surface area and 0.24 AF in storage volume. Evapotranspiration data from ET Idaho, Driggs (NWS—102676) indicates that evaporation of 0.05 acres of a shallow open water source is approximately 0.08 AFA.

In addition to evaporation, there may be increased seepage losses from the two excavated pools that extend beyond the natural channel. The purpose for the rehabilitation is to remove silt and clay deposits that have accumulated in the stream channel. Therefore, based on the soil description, it is anticipated that seepage losses will be very minimal. Using the NRCS Web Soil Survey, soil properties are classified as low to medium plasticity clays (CL) within the depth range of the excavated pools. Seepage rates for CL are approximately 0.003 ft per day. Therefore, calculated seepage losses of 0.05 acres of pools are likely to be less than 0.05 AFA.

First time fill of the pond (0.24 AF) will also be provided through this transfer. In addition, for maintenance of fresh water during low stream flows, it is proposed to allow multiple refills (up to 3.76 AFA) to flush the ponds, if necessary. Therefore, this transfer proposes to change the nature of use of additional acreage not required to mitigate for first time fill and evaporation of the proposed pools.

Applicant proposes to transfer 2.0 acres of Water Right No. 22-14026 to Grouse Creek Reserve LLC for mitigation of evaporative losses, first-time fill, and up to 16 refills (3.76 AFA remaining purchased volume / 0.24 AF storage capacity = 15.67 refills) of the excavated pools. Water Right No. 22-14026 has historically been used to irrigation alfalfa hay—less frequent cuttings. Evapotranspiration data from ET Idaho, Driggs (NWS—102676) indicates that historical consumptive use has been 2.07 AFA/acre. To provide for the necessary needs of the excavated pools, it is required to transfer 2.0 acres or 4.14 AFA.

Figure 1 on the following page identifies the evaporative, seepage, and fill values along with the acres required to retire for transfer to accommodate the proposed pools.

Figure 1. Pond Calculations
 Climate Station: Driggs, Idaho (NWS-102676)
 Project Name: Grouse Creek Reserve LLC

Pond Consumptive Use Calculations													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days per Month	31	28	31	30	31	30	31	31	30	31	30	31	365
mm/day (Precip Defic. Of Open Water- Shallow S)	0	0.02	0.4	1.37	2.08	3.16	3.33	3.15	1.94	0.95	0	0	16.4
mm/month	0	0.56	12.4	41.1	64.48	94.8	103.23	97.65	58.2	29.45	0	0	501.87
ft/year	0.000	0.002	0.041	0.135	0.212	0.311	0.339	0.320	0.191	0.097	0.000	0.000	1.647
Pond Surface Area (acres)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Total Pond Loss (ac-ft)	0.000	0.000	0.002	0.007	0.011	0.016	0.017	0.016	0.010	0.005	0.000	0.000	0.082
Irrigation Consumption Crop													
Alfalfa-less freq cuttings (mm/yr)	632	# 1 = (Precipitation Deficit Growing Season, Site & Crop Specific (mm))											
Mean Irr. Requirement (ac-in/ac/seas.) =	24.9												
Mean Irr. Requirement (ac-ft/ac/seas.) =	2.07												
Acres to dry up for pond use =	0.04												

Summary												
Original Ground Water Right 22-14026				Diversion Rate (cfs)	Place of Use (acres)	cfs per acre	AF per acre					
				2.474	204.3	0.012	2.07					
Amount of Water Needed For Evaporation				Pond Surface Area (acres)	Acres Equivalent to Evaporation Use	cfs required	AF Required					
				0.05	0.04	0.0005	0.08					
Amount of Water Needed for Seepage Losses				Seepage (AFA) ^{#2}	Acres Equivalent to Seepage	cfs required	AF Required					
				0.05	0.02	0.0003	0.05					
Amount of Water Needed for Pond Fill				Pond Vol. (AF)	Refills	cfs required	AF Required					
				0.24	15.7	0.023	4.01					
Total Water Transferred				For Evaporation	For Seepage	For Fill & Refill	Amt Transferred					
				0.0005	0.0003	0.023	0.024 cfs					
				0.08	0.05	4.01	4.14 AF					
				0.04	0.02	1.93	2.00 acres					

#1 - <http://www.kimberly.idaho.edu/ET Idaho/> - Precipitation Deficit values used synonymously w/mean irrigation requirement. Values from Allen, Richard G. and Clarence W. Robison, 2012. Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho: Supplement updating the Time Series through December 2008, Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, Moscow, ID

#2 - Calculated used IDWR Pond Loss Calculation Spreadsheet. Soil properties used for CL (low to medium plasticity)

APPLICATION FOR TRANSFER OF WATER RIGHT

ATTACHMENT WSB:

TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an Application to Lease a Water Right to the Water Supply Bank form, or they can request early termination of their lease contracts by completing a Request to Release a Water Right from the Water Supply Bank form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department's state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the 'Search Water Rights' option on the Department's internet page at www.idwr.idaho.gov or by contacting any Department office.

Water Right Number	Lease Contract Expiration Date	Water Right Quantities Leased to the Bank			Map Attachment 7B Clearly Identifies Idled Place of Use at New Location
		Rate (cfs)	Volume (AF)	Acres	
22-14026	12/31/2018	0.20	50.1	16.7	Attached? ☒ or No Change ☐
22-14026	12/31/2018	1.52	375.6	125.0	Attached? ☒ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐

Is the ownership of the water right(s) leased to the Bank being changed? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
- ☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.

Additional Information:

Agency Use Only: Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.

**WATER RIGHTS PURCHASE
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 23 day of March, 2016, (the "Effective Date") by and between Gary Summers and Shannon Summers of 27 N 3000 E, Sugar City, ID 83448, hereafter "SELLER", and Grouse Creek Preserve LLC, a Limited Liability Company, of 180 S Lake Ave #405, Pasadena, CA, 91101, hereafter "BUYER";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Water Right Purchase.** SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right or water right portion for the consideration and subject to the terms and conditions contained herein:

A portion of Idaho Department of Water Resources (IDWR)
Water Right License No. 22-14026.

Source:	Ground water
Purpose:	Irrigation
Priority:	June 19, 1961
Quantity (Diversion Rate):	0.024 cfs (Total of the right is 2.474 cfs for 204.3 acres)
Quantity (Volume):	6.0 acre feet per annum
Place of Use (Acreage):	2 acres of the 204.3 authorized acres.

The above portion of Water Right No. 22-14026 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed, in the form set forth in Exhibit "A" attached hereto. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee together with Idaho Department of Water Resources (IDWR) Change of Ownership Form in the form attached hereto as Exhibit "B" upon closing.

2. **Purchase Price.** The purchase price for the Water Right is [REDACTED] per acre for the total sum of [REDACTED] for Two (2.0) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:
- a. **Down Payment.** The sum of [REDACTED], representing 10% of the purchase price of the water rights shall be paid as a down payment upon the execution of this agreement, receipt whereof is hereby acknowledged by SELLER;
 - b. **Remaining Balance.** The remaining balance of [REDACTED] shall be paid in cash or check, within thirty (30) days of receipt of notice of formal approval by Idaho Department of Water Resources of the Application for Transfer referenced in Paragraph 3 hereof.
3. **Application for Transfer.** It is understood and agreed that BUYER will initiate the appropriate transfer proceeding under *Idaho Code* §§ 42-108 and 42-222, by filing an application with IDWR in the form attached hereto as Exhibit "C" to change the point of diversion, place of use and nature of use of the Water Right as provided in said application. The filing fees and all costs and expenses of such proceedings shall be borne by BUYER. This transfer and water right will remain in the name of Gary Summers and Shannon Summers until the contract is closed and paid for by the BUYER. The BUYER's place of use and point of diversion will be used for the transfer. The parties agree to cooperate in the prosecution of said transfer proceeding to the end that it might be approved by the Idaho Department of Water Resources with as much dispatch as possible.
4. **Closing.** The closing of this transaction and delivery of the executed Assignment to BUYER and the entire purchase price for the contract to SELLER shall take place at the office of Rocky Mountain Environmental Associates, Inc., within one (1) year of SELLER's receipt of First Payment. The BUYER shall be given possession and use of the water right and the water appurtenant thereto, upon closing.
5. **Processing of Application for Transfer.** In the event the transfer is not approved by the Idaho Department of Water Resources, or not approved in a manner satisfactory to BUYER,

2. **Purchase Price.** The purchase price for the Water Right is [REDACTED] per acre for the total sum of [REDACTED] for Two (2.0) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:
 - a. **Down Payment.** The sum of [REDACTED], representing 10% of the purchase price of the water rights shall be paid as a down payment upon the execution of this agreement, receipt whereof is hereby acknowledged by SELLER;
 - b. **Remaining Balance.** The remaining balance of [REDACTED] shall be paid in cash or check, within thirty (30) days of receipt of notice of formal approval by Idaho Department of Water Resources of the Application for Transfer referenced in Paragraph 3 hereof.
3. **Application for Transfer.** It is understood and agreed that BUYER will initiate the appropriate transfer proceeding under *Idaho Code* §§ 42-108 and 42-222, by filing an application with IDWR in the form attached hereto as Exhibit "C" to change the point of diversion, place of use and nature of use of the Water Right as provided in said application. The filing fees and all costs and expenses of such proceedings shall be borne by BUYER. This transfer and water right will remain in the name of Gary Summers and Shannon Summers until the contract is closed and paid for by the BUYER. The BUYER's place of use and point of diversion will be used for the transfer. The parties agree to cooperate in the prosecution of said transfer proceeding to the end that it might be approved by the Idaho Department of Water Resources with as much dispatch as possible.
4. **Closing.** The closing of this transaction and delivery of the executed Assignment to BUYER and the entire purchase price for the contract to SELLER shall take place at the office of Rocky Mountain Environmental Associates, Inc., within one (1) year of SELLER's receipt of First Payment. The BUYER shall be given possession and use of the water right and the water appurtenant thereto, upon closing.
5. **Processing of Application for Transfer.** In the event the transfer is not approved by the Idaho Department of Water Resources, or not approved in a manner satisfactory to BUYER,

BUYER shall have the right to have said application withdrawn. In the event BUYER withdraws said application, SELLER agrees to refund any portion of the purchase price paid by BUYER prior to the date of such withdrawal, to BUYER, without interest, within thirty (30) days of the filing of the Notice of Withdrawal.

6. **Signature Deadline.** SELLER hereby agrees to sign this Agreement within ten (10) business days after BUYER signs this Agreement. If SELLER does not sign the Agreement within the specified time period, BUYER may terminate this Agreement by providing written notice to SELLER within twenty (20) business days after BUYER signs this Agreement.

7. **Seller's Representations and Warranties.** SELLER represents and warrants to BUYER that:

7.1 **Authority.** SELLER is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

7.2 **Binding Agreement.** Upon SELLER's execution of this Agreement, this Agreement will be binding and enforceable against SELLER in accordance with its terms.

7.3 **Title.** SELLER has fee title to the Water Right. SELLER believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

7.4 **Other Agreements.** SELLER shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. SELLER shall not solicit any other offers for the portion of the Water Right in which BUYER and SELLER are under contract to purchase.

7.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely

affect SELLER's ability to meet its obligations with respect to this Agreement. SELLER has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

7.6 **Snake River Basin Adjudication.** SELLER has researched and reviewed the Water Right and warrants that claims for the Water Right have been filed in the Snake River Basin Adjudication (the "SRBA").

8. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:

8.1 **Authority.** BUYER is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

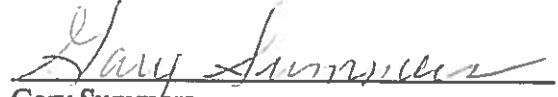
8.2 **Binding Agreement.** Upon BUYER's execution of this Agreement, this Agreement will be binding and enforceable against BUYER in accordance with its terms, and upon BUYER's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against BUYER in accordance with their terms.

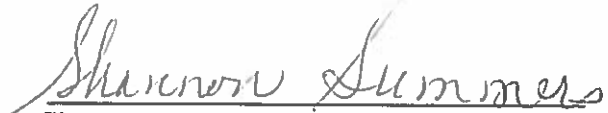
9. **Attorney's Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

11. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. **Reliance Upon Statements/Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Gary Summers


Shannon Summers

Grouse Creek Preserve LLC

By: _____

Its: _____

\\RMEASERVER\Shared Folders\2015\PROJECTS\15-0025_WR_RPRanches_Tetonia\Transfer-Ponds\Water Right Purchase\Water Right Sales Agreement RP Ranches LLC.wpd.cdv

Termination Date: April 1, 2016 .

If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Gary Summers

Shannon Summers

Grouse Creek Preserve LLC



By: Dennis Gerfmanian
Its: Managing Partner

\\RMEASERVER\Shared Folders\2015\PROJECTS\15-0025_WR_RP\Ranches_Tetonia\Transfer-Ponds\Water Right Purchase\Water Right Sales Agreement RP Ranches LLC.wpd:cdv

Termination Date: April 1, 2016

If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.

Exhibit A Form of Deed

When Recorded Return To:

xxx

SPECIAL WARRANTY DEED FOR WATER RIGHT

[Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto [Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the Water Right described in Exhibits [xxx] hereto (collectively the "Water Right").

Grantor assigns to Seller any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the Water Right, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Right.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner in fee simple of the Water Right;
- (B) that Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) that each of the Water Right is free from all liens, claims, or encumbrances;
- (D) that Grantor has the authority to convey the Water Right to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right.

Grantor makes no other covenants or warranties as to the Water Right.

[end of text; signature page to follow]

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: [NAME OF SELLER]

Dated: _____ By: _____
Name
Title

Exhibits:

Exhibit 1 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

Exhibit 2 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

[Etc.]

[Add appropriate notary forms]

Exhibit B

Instrument # 222279

TETON COUNTY, IDAHO

5-25-2012 01:40:00 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY CHTD

MARY LOU HANSEN

Fee: \$3.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Kathy A. Kilgallon Revocable Living Trust, of 3079 S. 2000 E., Driggs, ID 83422, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

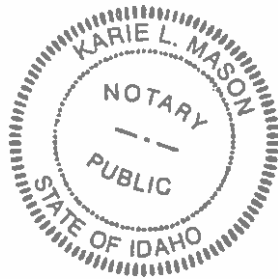
DATED this 1 day of May, 2012


Kathy A. Kilgallon Revocable Living Trust
By:

Acknowledgment by Trustee

STATE OF IDAHO)
 ss.
County of Teton)

On this 1 day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathy A. Kilgallon, known to me to be person whose name is subscribed to the within instrument as the Trustee of the Kathy A. Kilgallon Revocable Living Trust, and acknowledged to me that _____ executed the same as such Trustee.



Karie L. Mason
Notary Public for Idaho
Residing at: Victor, Id
My Commission expires: 8-19-2016



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

April 27, 2016

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

SHANNON SUMMERS
GARY SUMMERS
1177 E 9TH N
REXBURG, ID 83440

RE: Transfer No. 80855
Water Right No(s). 22-14026

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the TETON VALLEY NEWS on 5/5/2016 and 5/12/2016. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Judea Jones
Administrative Assistant

CC: ROCKY MOUNTAIN ENVIRONMENTAL ASSOC
C/O KRISTIN MOORE
482 CONSTITUTION WAY
IDAHO FALLS, ID 83402



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 26, 2016

Lyle Swank
Water District 01
900 N Skyline Dr Ste A
Idaho Falls ID 83402

RE: Application for Transfer 80855

Dear Watermaster:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered during regional review. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Please contact this office if you have any questions regarding the application.

Sincerely,

Judea Jones
Administrative Assistant

Enclosure(s)

State of Idaho
Department of Water Resources

RECOMMENDATION OF WATERMASTER

Transfer No(s): 80855

Applicant's Name Gary & Shannon Summers

Watermaster's Recommendation:

- a) ☐ I do not oppose approval of this application.
- b) ☐ I do not oppose approval of this application if it is conditioned as follows:
- c) ☐ I oppose approval of this application for the following reasons:
- d) ☐ Additional Comment:

Dated this _____ day of _____, 20_____.

Water District No: 01

Watermaster's Signature

Cox, Sharla

From: Cox, Sharla
Sent: Wednesday, April 27, 2016 3:44 PM
To: 'Teton Valley News (office@tetonvalleynews.net)'
Subject: Legal Notice for Your Newspaper
Attachments: Teton Valley Cover Letter.doc

Contacts: Teton Valley News

Sharla

*Sharla Cox
Administrative Assistant
Idaho Dept of Water Resources
900 N Skyline Dr. Ste A.
Idaho Falls ID 83402
sharla.cox@idwr.idaho.gov
208-525-7161 phone
208-525-7177 fax*

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80855**

SHANNON SUMMERS and GARY SUMMERS, 1177 E 9TH N, REXBURG, ID 83440; has filed Application No. 80855 for changes to the following water rights within TETON County(s): Right No(s). 22-14026; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows:

Change the place of use, change the point of diversion, and change the nature of use. The point of diversion is in the SWSW Sec 19 T6N R46E for 0.024 cfs and 4.14 acre-feet from ground water. The place of use is within Sec 19 T6N R46E. The nature of use is diversion to storage and wildlife storage.

For additional information concerning the property location, contact Eastern Region office at (208) 525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222.

Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N Skyline Dr Ste A, Idaho Falls ID 83402 together with a protest fee of \$25.00 for each application on or before 5/23/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 5/5/2016 and 5/12/2016

Mathews, Kerrie

From: Buyer, Remington
Sent: Thursday, April 21, 2016 3:23 PM
To: Mathews, Kerrie
Subject: RE: Transfer Application 22-14026

Hi Kerrie,

I see that the buyer on this transfer (Grouse Creek Reserve) is the same entity that purchased and transferred a portion of water right 22-14026 last year (transfer #80098). In reviewing transfer 80098 and this transfer (80855), I noticed the following:

Attachment #10 is a draft deed that is not yet formally completed. Section C of the draft states that the water rights are free from all liens, claims and encumbrances, which is incorrect as the portion of this water right 22-14026 that Grouse Creek Reserve is seeking to purchase and transfer are fully encumbered through a lease of water right 22-14026 to the Water Supply Bank. In reviewing the documentation of water right 22-14155, which was split off from 22-14026 under transfer 80098, I see that the same special warranty deed (presented with the ownership change documentation) failed to inform Grouse Creek that their water right 22-14155 was, and still is, fully encumbered through its lease to the Water Supply Bank. It appears the Bank lease of 22-14155 was not caught on the ownership change form and the Department missed an opportunity to notify Grouse Creek that their water right was, and remains, leased to the Bank.

To date, the Bank has not yet received from Grouse Creek a request to release their water right from the Water Supply Bank. That may be because Grouse Creek is not yet using the water right at their property, however it might also be because Grouse Creek is unaware that the water rights they are obtaining from the Summers are encumbered. If transfer 80855 is approved and a new water right is created through a split, the Department needs to ensure that Grouse Creek is made aware that the water right they have obtained is fully encumbered and unavailable to them unless they request and receive from the Bank a release of the water right.

Give me a call if you have any further questions about this,

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700

From: Mathews, Kerrie
Sent: Thursday, April 21, 2016 11:53 AM
To: Buyer, Remington
Subject: Transfer Application 22-14026

Good Afternoon:

Just a quick note to inform you, the Eastern Region has received the attached transfer application for Water right 22-14026.

If you have any questions, please let me know.

Thank you,

Mathews, Kerrie

From: Mathews, Kerrie
Sent: Thursday, April 21, 2016 11:53 AM
To: Buyer, Remington
Subject: Transfer Application 22-14026
Attachments: Transfer App.pdf

Good Afternoon:

Just a quick note to inform you, the Eastern Region has received the attached transfer application for Water right 22-14026.

If you have any questions, please let me know.

Thank you,

Kerrie Mathews

Idaho Department of Water Resources

208-525-7161

208-390-6924

"There is only one success -to be able to spend your life in your own way."

-Christopher Morley

Mathews, Kerrie

From: Kristin Moore [kristin.rmea@gmail.com]
Sent: Thursday, April 21, 2016 10:57 AM
To: Mathews, Kerrie
Subject: RE: Grouse Creek Reserve LLC

No, the application is not proposing additional ponds. Rather, it is proposing to provide the fill, evaporation, and supplemental water for the already approved ponds during times of low flow. They should have pursued this at the beginning of the project. It seems kind of moot to apply for fill of ponds that have been full for several years. But this transfer will ensure the ponds will always have enough water during low flows.

The ponds shown on Attachment 7a are from the shapefile I received from Intermountain Aquatics of their finished design.

Kristin Moore
Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com
VOICE: 208-524-2353 ||| FAX: 208-524-1795



CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email to the sender or collect telephone call to (208) 524-2353. *Thank you.*

From: Mathews, Kerrie [<mailto:Kerrie.Mathews@idwr.idaho.gov>]
Sent: Thursday, April 21, 2016 8:15 AM
To: kmoore@rockymountainenvironmental.com
Subject: Grouse Creek Reserve LLC

Good Morning:

I had a question on this transfer...

1. In 2011, there was a stream channel permit issued (22-20135) to RP Ranches LLC. Intermountain Aquatics completed the work and submitted several monitoring reports for the project. I have attached copies of the original design and a couple pages of the last monitoring report for your reference.
 - a. Does the applicant propose excavating additional ponds? If so, who is designing the additional ponds, where, what and how big are we talking on an individual basis?

Thanks,

Kerrie Mathews

Synopsis – Grouse Creek – S22-20135

November 4, 2011 – Kerrie Mathews

Grouse Creek is a fairly high gradient stream located approximately 3 miles west of Hwy 33, and 6 miles north of Driggs. This stream is a tributary to Spring Creek which is tributary to the Teton River a State Protected River listed for recreation. The soils in this area are composed of loam soil types (see file for complete breakdown) with no erosion rating for the project location. Grouse Creek has a capacity of 62 cfs approximately; however this is high flow conditions, normal conditions in this stream average much lower. There are no buildings, roads or static structure in jeopardy, there is proof of soil erosion in several sections of this reach, most notably project location 2B. A site investigation was completed on October 25, 2011. During the investigation Katie Salisbury was on site to explain the project and detail specific project details.

This application was originally submitted to the Department in March of 2011; due to a lack of staff in the Stream Channel Program the application review did not take place until October-November of 2011. During that process it was noted by Aaron Golart, a concern that the project was probably not needed. During the site visit and subsequent visits with Fish and Game staff (Tom Bassista). It was determined that the stream seems to be functioning naturally other than a couple of erosion locations. This project would not hurt the stream, and may in fact be negligible. However, this would be an excellent opportunity to build a relationship with the citizens of the county and monitor what works in a stream and what doesn't work. On November 3, 2011 I discussed this application, site review and comments with Aaron Golart to verify if he still had concerns with the project. Mr. Golart agreed with the findings of the site review and had no further concerns.

The applicant is attempting to reduce sediment transport, protect streambank stability and enhance fish habitat by working in conjunction with Intermountain Aquatics to design a series of ponds, riffles and log drop structures.

Rule 35 – Review questions 01 d-l

Alteration a permanent solution – YES.

Alteration pass anticipated water flows – YES.

Effect on Fish Habitat – Possible improvement for fish habitat.

Turbidity or Water Quality issues – This will create minimal turbidity in the stream. Water will be bypassed through construction areas, and the project will incorporate sediment catchment ponds.

Interfere with Recreational Use of Area? – No impact should be seen as the project location is private property.

Detract from aesthetic beauty - In the short term, there will be some disturbance for the 2011 season. However, there should be no detracting for 2012, once work is complete and vegetation is established.

Modified or Alternative Solutions - No

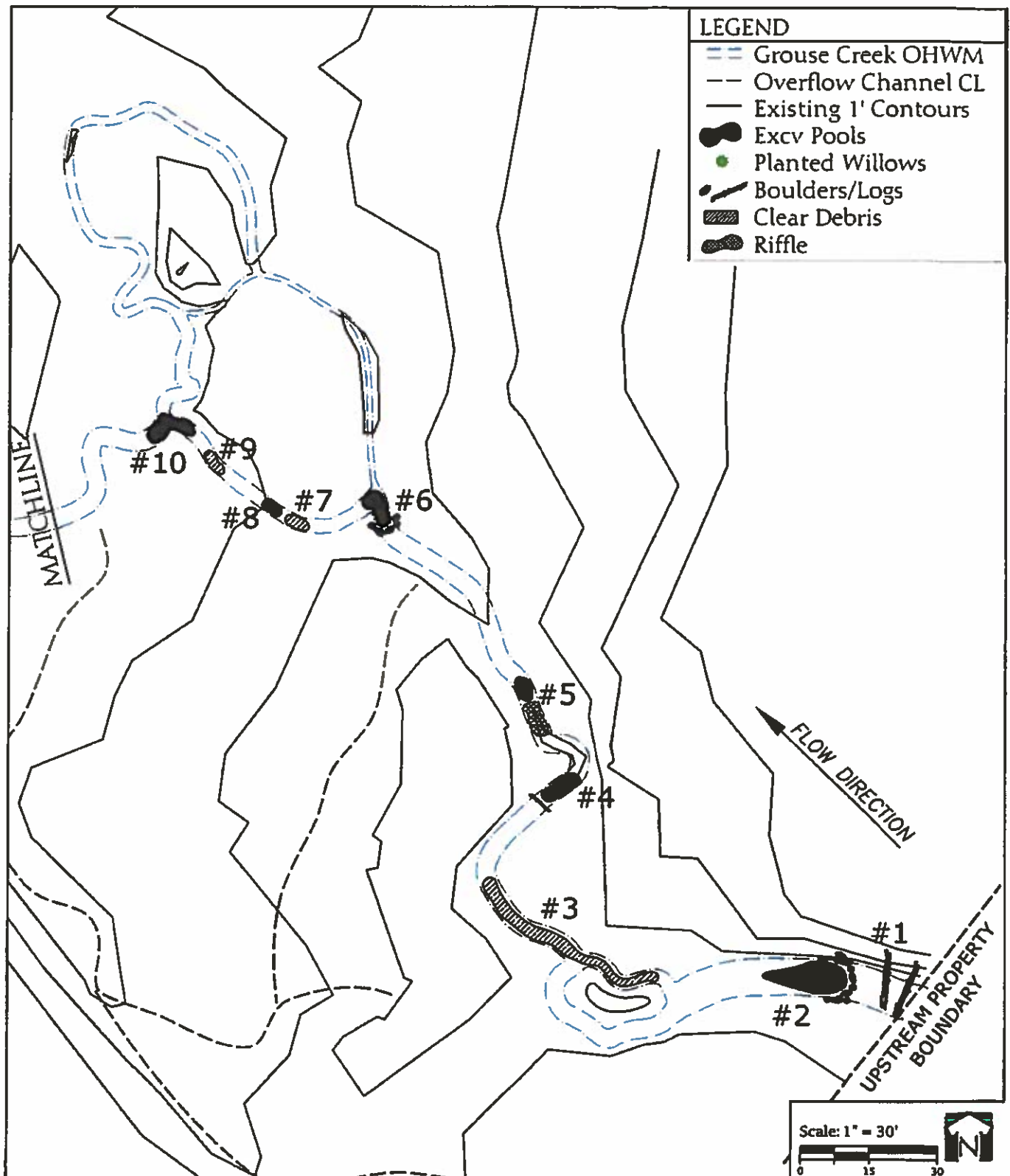
Public Safety factors – There are no concerns for public safety.

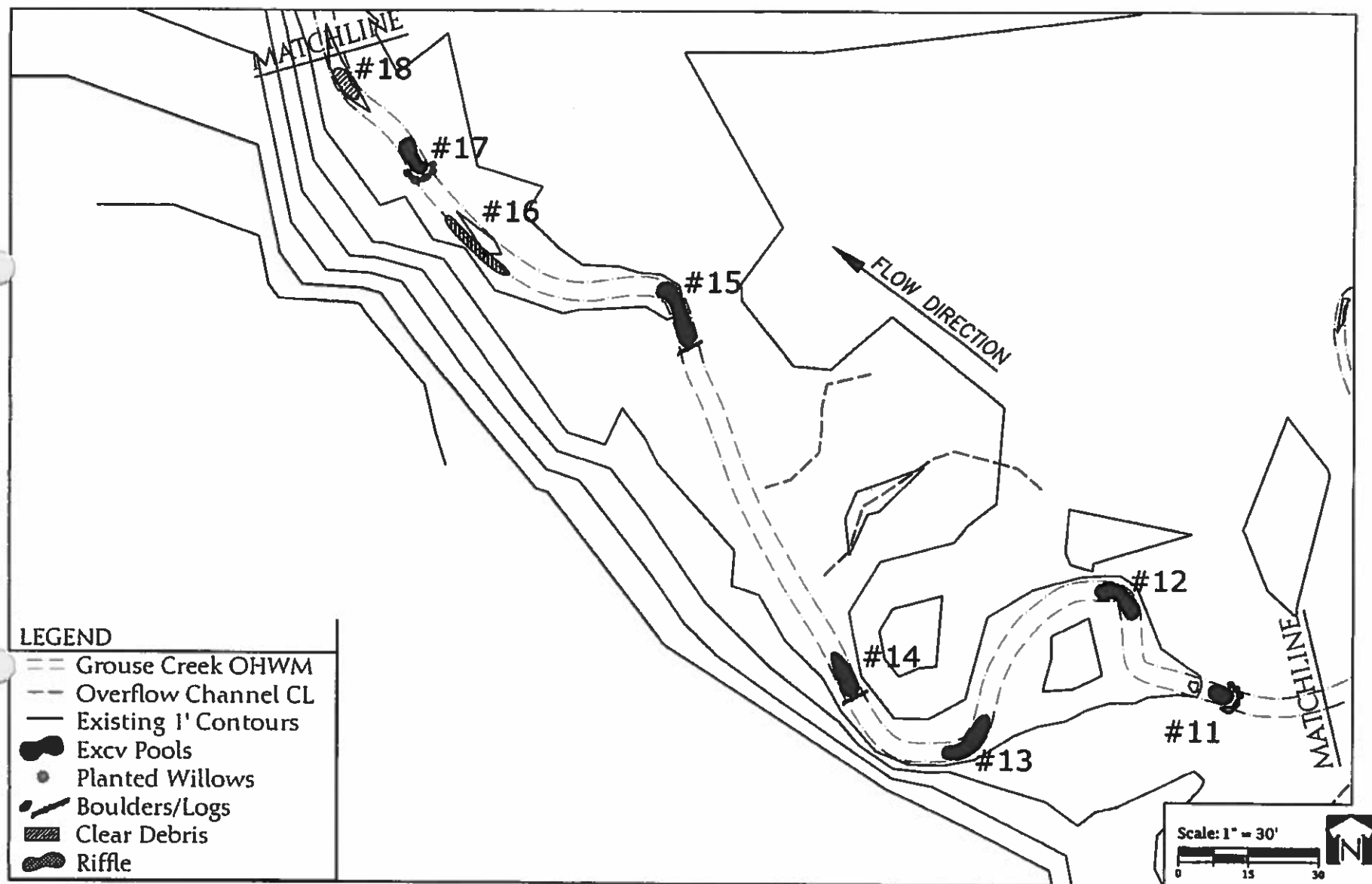
I would suggest the issuance of this stream channel permit.

Gertmenian - Grouse Creek Restoration - Construction Quantities - Updated 9/22/2011

Work Area	Pool or excv (sf)	Tallout (sf)	Cut Volume (CY)	Fill (sf)	Rifle (sf)	Fill Volume (CY)	10-15 ft Logs (each)	2-3 ft dia Boulders (each)	Imported Cobble (CY)	Fabric Material (sq-yd)	Notes
1	-	-	2.4	-	66	2.4	-	-	2.4	7	ADD COBBLE
2	941	-	174.3	-	-	-	-	10	-	-	BOULDER DROP POOL
2B	-	-	-	-	-	-	***	-	-	-	LOG RETAINING WALL (40')
4	27	-	4.9	-	50	1.9	1	-	1.9	6	LOG DROP POOL
5	30	-	3.3	-	-	-	-	-	-	-	POOL
6	-	-	-	7	-	0.4	-	-	-	-	FILL
7	28	-	3.1	-	-	-	-	5	-	-	BOULDER DROP POOL
8	-	-	-	7	-	0.4	-	-	-	-	FILL
12	-	-	-	21	-	1.2	-	-	-	-	FILL
13	34	-	3.8	-	-	-	-	-	-	-	POOL
14	16	-	1.8	-	-	-	-	5	-	-	BOULDER DROP POOL
15	35	-	3.9	-	-	-	-	-	-	-	POOL
16	40	-	4.4	-	-	-	-	-	-	-	POOL
17	614	-	115.6	-	50	1.9	1	-	1.9	6	LOG DROP POOL
18	46	-	7.0	-	50	1.9	1	-	1.9	6	REPLACE EXISTING LOG DROP
19	55	-	9.4	25	50	3.3	-	4	3.3	6	REPLACE EXST LOG DROP, REINFORCE
21	23	-	2.6	-	-	-	-	5	-	-	BOULDER DROP POOL
22	-	-	-	-	-	-	-	-	-	-	REMOVE STUMP
25	33	-	4.6	-	25	0.9	1	3	0.9	3	LOG DROP POOL, REINFORCE
27	25	20	4.4	-	25	0.9	1	-	0.9	3	LOG DROP POOL
32	20	28	3.3	-	-	-	-	5	-	-	BOULDER DROP POOL
33	41	-	5.5	-	25	0.9	1	-	0.9	3	LOG DROP POOL
34	9	-	1.9	-	25	0.9	1	-	0.9	3	LOG DROP POOL
36	9	-	1.0	-	-	-	-	-	-	-	POOL
38	16	-	1.8	-	-	-	-	-	-	-	POOL
39	-	-	-	7	-	0.4	-	-	-	-	FILL
40	8	-	2.7	-	25	0.9	1	-	0.9	3	RIFFLE/POOL
41	26	29	4.0	-	-	-	-	-	-	-	POOL
42	42	-	6.5	-	50	1.9	1	-	1.9	6	LOG DROP POOL
43	28	-	3.1	-	-	-	-	6	-	-	BOULDER DROP POOL
44	43	-	1.6	-	43	1.6	-	-	-	-	REWORK GRAVELS
46	20	38	2.2	-	-	-	-	-	-	-	POOL
47	-	-	-	-	-	-	***	-	-	-	LOG RETAINING WALL (25')
48	26	-	2.9	-	-	-	9	-	-	-	BOULDER DROP POOL
49	-	-	-	-	-	-	***	-	-	-	LOG RETAINING WALL (40')
50	25	25	3.7	-	50	1.9	1	-	1.9	6	LOG DROP POOL
51	-	-	-	-	-	-	***	-	-	-	LOG RETAINING WALL (20')
51B	-	-	-	-	-	-	***	-	-	-	LOG RETAINING WALL (35')
52	25	-	2.8	-	-	-	-	6	-	-	BOULDER DROP POOL
53	53	-	2.0	-	53	2.0	-	-	-	-	RIFFLE, REPLACE WITH LARGE SHALE
54	35	-	3.9	-	-	0.5	-	-	-	-	POOL, FILL SIDE CHANNEL
TOTALS			394			26	19	49	20	55	

(2)





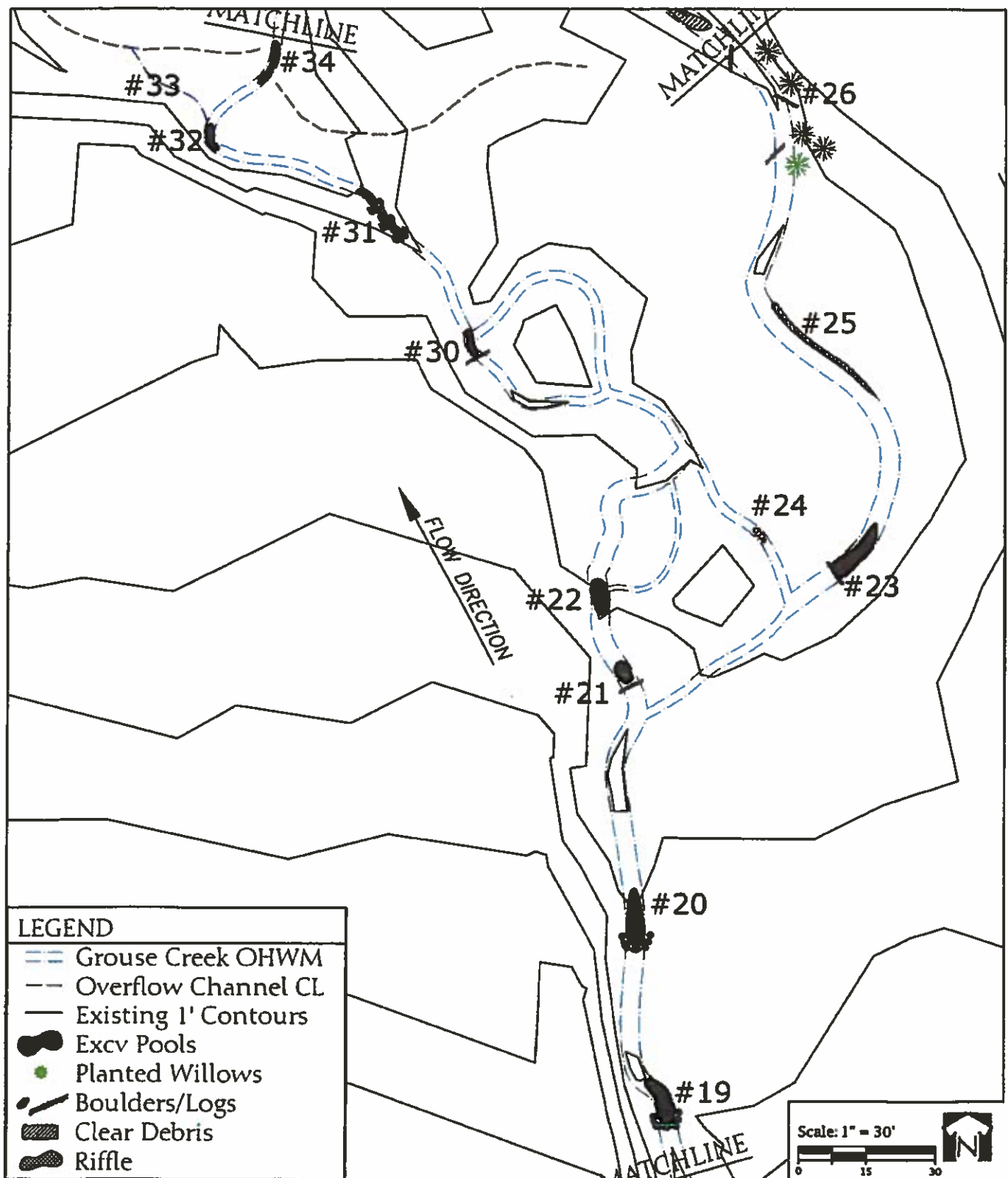


Figure 4 of 9

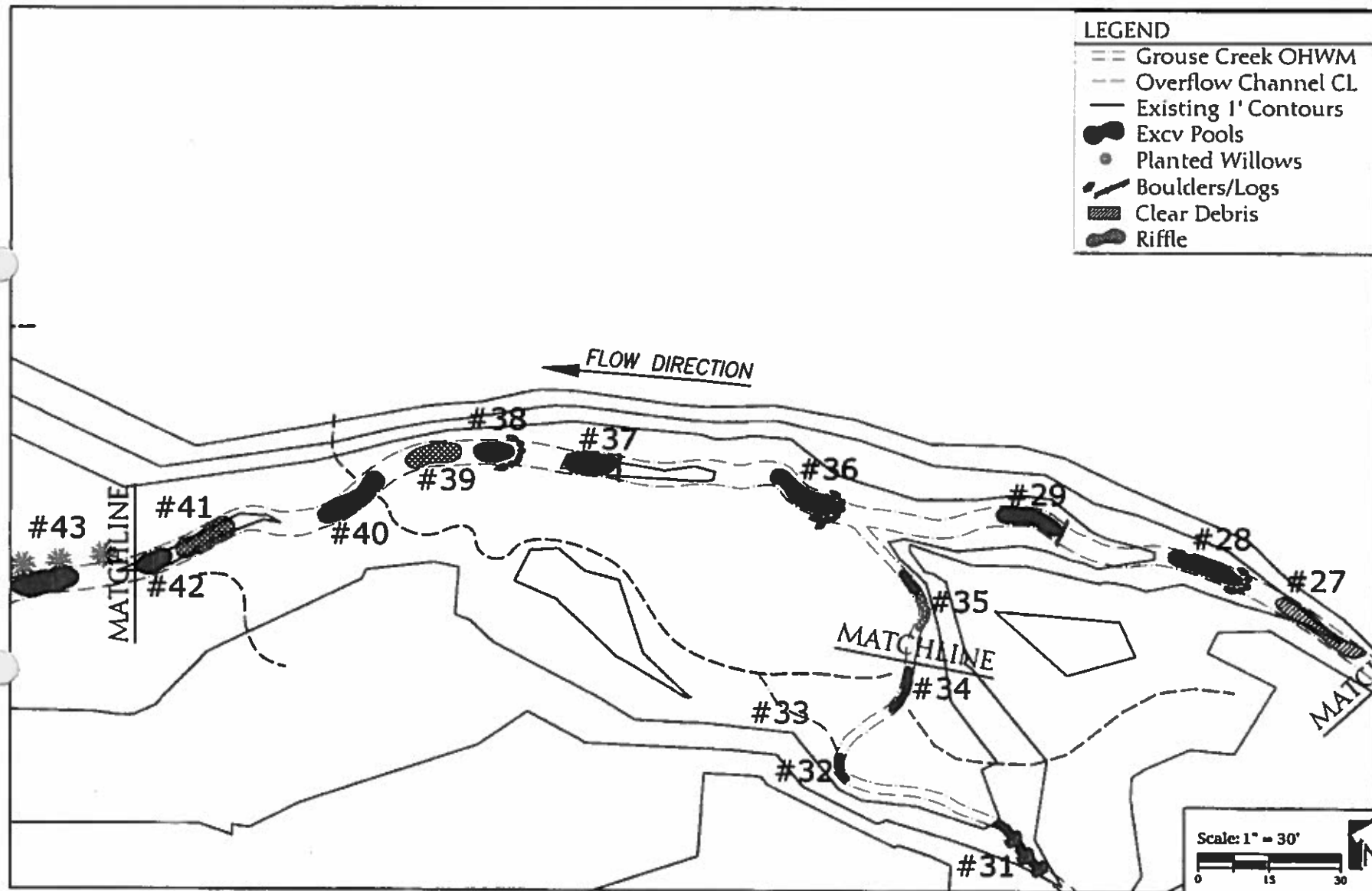


Figure 5 of 9

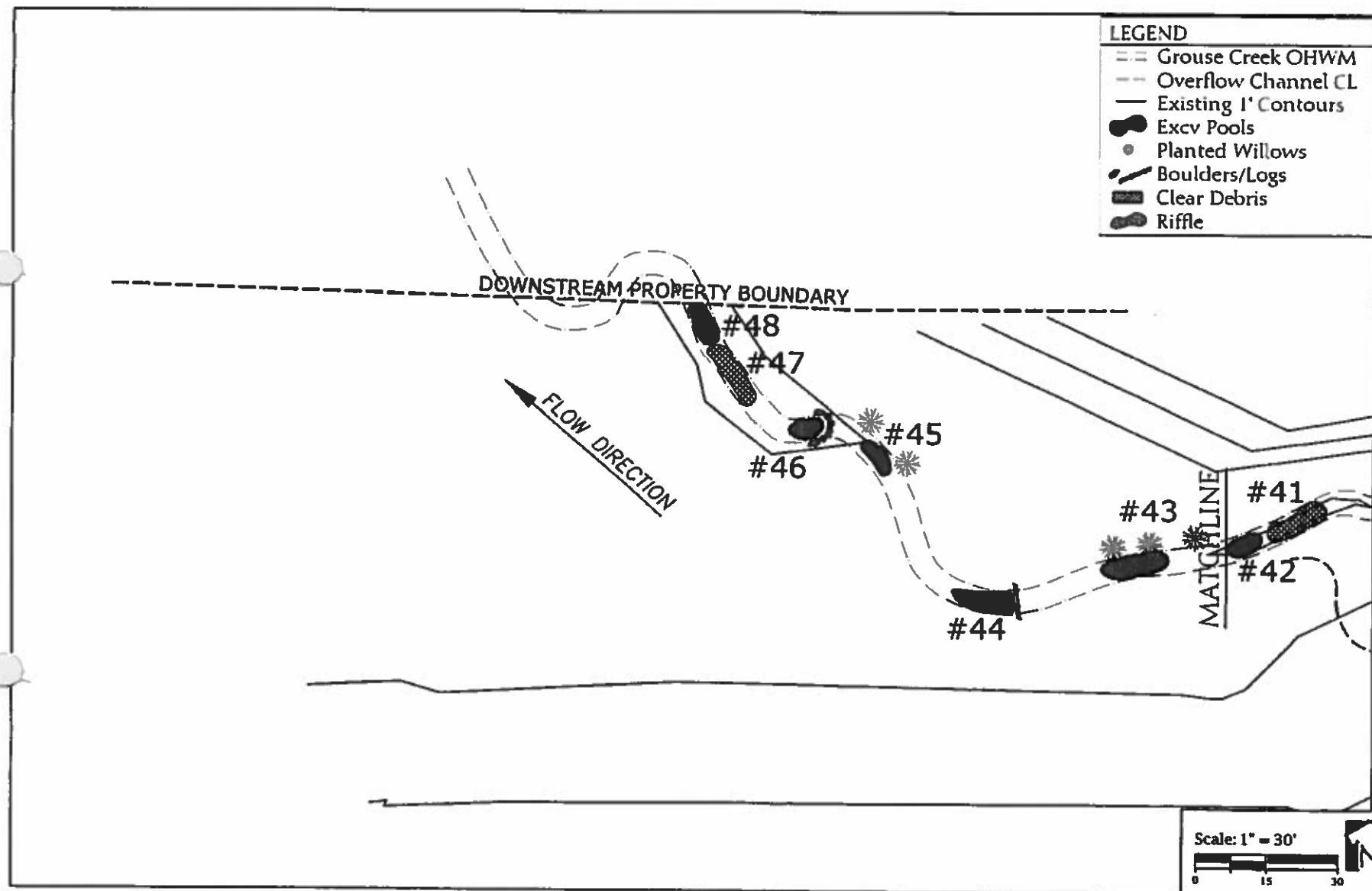


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